

# SNOWLINE RULES AND REGULATIONS

These Rules and Regulations were adopted by the Snowline Board of Directors on  
*July 23, 2022*

They replace all earlier versions of the Snowline Rules & Regulations.

## SECTION 1: GENERAL

- 1.1 Owners and occupants of Snowline Real Property shall abide by the Declaration of Restrictions, Covenants, and Easements (“the Declaration”), the By-Laws, the Rules and Regulations (“the Rules”), and all applicable Federal, State and local laws, by-laws, and regulations. The definitions in Article A of the Declaration apply. Thus “real property” includes both the Club’s “common property” and members’ individual properties or “lots”.
- 1.2 Owners permitting other persons to use their Snowline property shall inform and/or provide these persons with a copy of the Snowline Rules and Regulations.
- 1.3 Owners of Snowline Real Property shall be responsible at all times for the conduct of their guests, tenants, contractors, etc.
- 1.4 Complaints regarding violations of the Rules shall be submitted to the Board in writing.
- 1.5 Activities that may cause damage to the Snowline Real Property including, but not limited to, the entry gate, buildings, landscaping, pool, roads, or other areas, are strictly forbidden. Damage to any part of Snowline Real Property by the owner or their guests, tenants, contractors, etc. shall be the financial responsibility of the lot owner.
- 1.6 Noxious or offensive activity shall not be carried on in Snowline Real Property nor shall anything be done therein which may be, or may become, an annoyance to other Snowline occupants or Snowline Staff. The Board, or its authorized agent, shall determine what constitutes noxious or offensive activity, in its reasonable discretion. Noise levels shall be kept at a minimum at all times, but especially between 11:00 p.m. and 7:00 a.m.
- 1.7 Members and/or their guests, tenants, contractors, etc. shall not trespass on another member’s property without prior permission.

## SECTION 2: RENTAL PROPERTIES

- 2.1 Owners who rent, lease or collect fees associated with the property must first complete a Snowline Member Rental Registration form, which includes contact details for the person responsible for the tenant rental forms and emergency contact details.
- 2.2 Owners who rent, lease, or give their property to others shall be responsible for the actions, damage caused, or violations of Snowline Rules and Regulations by the property users. Fines for violations by the users are the responsibility of the owner (see Section 11).
- 2.3 A Snowline Notice to Renters [Snowline Form 001] is available from the Snowline website and shall be posted in each property used by anyone other than the owner (see also Section 1.2).
- 2.4 Before occupancy by anyone other than the owner in which a fee is associated, a Snowline Renter Form [Snowline Form 002] shall be completed by the property owner or his/her authorized representative and delivered to the Snowline Board.
- 2.5 Owners who rent are charged a non-refundable fee per rental occupancy as determined by the Snowline Board. Forms are available from the Snowline website.

### **SECTION 3: APPEARANCE AND USES OF STRUCTURES AND LOTS**

- 3.1 The restrictions in this section are additional to those in Articles B and C of the Declaration of Restrictions, Covenants, and Easements.
- 3.2 Unsightly conditions will not be permitted. Debris, trash, furniture, appliances, or vehicles that detract from the overall appearance of Snowline must be removed. Failure to remove the cause of the unsightly condition within three weeks after a fine is charged will constitute a repetition of the violation, and the Board will, at its option, either:
  - 3.2.a Have the said cause removed and levy a fair charge for removal against the owner, or
  - 3.2.b Levy twice the preceding fine in accordance with Subsection 11.1 and Snowline Form 008.
- 3.3 No signs, advertisements or notices shall be inscribed, painted, engraved or affixed to the exterior of a building or on a lot. One sign may be placed in a window indicating that the property is for sale or rent, and the telephone number.
- 3.4 The installation of any satellite dish with a diameter greater than twenty-four (24) inches must be approved in writing by the Architectural Control Committee. Rules pertaining to such satellite dishes [Snowline Form 007] are available on the Snowline website.
- 3.5 The operation of a business or other commercial enterprise, including a Bed and Breakfast, at or from a Snowline residence is prohibited. If a member is found in violation of this rule, the Board will levy a fine in accordance with Subsection 11.1 and Snowline Form 008.
- 3.6 Except as provided in subsections 3.7 and 3.8, tents, trailers, mobile homes or recreational vehicles shall not be stored on Snowline lots or common property and shall not be used as temporary or permanent housing. Camping is not allowed in Snowline.
- 3.7 Members owning a lot with a dwelling may request Board approval for keeping one tent, trailer, mobile home or recreational vehicle on their lot for a maximum of three consecutive days. Such approval will not be granted more than four times in any single calendar year.
- 3.8 Members owning a lot with a dwelling may temporarily store no more than two (2) snowmobiles and associated trailers between November 1st and April 30th. The deadline for removal is April 30th.
- 3.9 A certified boundary survey is required before approval of any new dwelling or major construction on any lot.
- 3.10 Above ground propane tanks should be screened from view or camouflaged.

### **SECTION 4: ROADS AND VEHICLES**

- 4.1 The speed limit in Snowline is 15 miles per hour.
- 4.2 As a condition of the consent of Snowline Community Club, Inc., regarding use of private roadways within Snowline, all users must comply with the applicable provisions of the Revised Highway Code of Washington and obey all posted speed limits and traffic control signs. Violators will be fined by Snowline and/or may be prosecuted for violation of the Washington Highway Code.
- 4.3 Motorized vehicles may be operated on Snowline roads for transportation or travel to a destination, not for sport or recreation. Motorized vehicles may not be operated on Snowline property off the roads.
- 4.4 All vehicles entering or leaving Snowline shall follow the procedures for entry and exit determined by the Board. [Snowline Form 013].
- 4.5 Parking in the designated parking area at the gate is limited to a maximum of 20 minutes. Vehicles in violation of this regulation may be issued a citation in accordance with Subsection 11.1 and or towed at the owner's expense.
- 4.6 Restrictions may be placed on the travel of trucks or other heavy vehicles over Snowline roads in order to preserve the roadbed. Weight restrictions will be posted when in effect.

- 4.7 No parking is allowed on any of Snowline's roads or shoulders. Vehicles parked on the roads or shoulders may be issued a citation and/or towed away at the owner's expense.
- 4.8 Vehicles shall not be stored on owners' lots where they can be seen from the road or from neighboring dwellings. Any vehicle that has been so stored for a period of thirty days or more shall be removed.
- 4.9 Owners, guests and tenants must park vehicles within the lot driveway; overnight parking is not allowed on Snowline roads and road edges. Overnight parking is not allowed at clubhouse parking lot or outside the gate without a prior approved request submitted to Snowline Resident Manager.

#### **SECTION 5: PETS AND ANIMALS**

- 5.1 Only generally accepted household pets, such as dogs and cats, are allowed in Snowline. The behavior of pets shall not be a nuisance to owners or occupants of Snowline Real Property or to Snowline staff.
- 5.2 Dogs must be on a leash when off owner's property. All dogs must be on a leash at all times while on Snowline property. The only exception to this rule is in the ball field near the clubhouse where dogs may be off leash as long as the owner or person responsible for the dog is present and in control, the dog is not acting in a threatening manner to other people or animals, and field games are not underway.
- 5.3 Owner or responsible person is required to clean up after their pet which includes properly disposing of poo bags.
- 5.4 Horses are not allowed in Snowline.
- 5.5 Pets are not allowed in the pool, playground, picnic shelter areas, or in other posted areas, at any time.

#### **SECTION 6: SNOWLINE FACILITIES**

- 6.1 Snowline facilities are for members and guests accompanied by members.
- 6.2 The swimming pool rules and regulations [Snowline Form 004] are posted at the swimming pool.
- 6.3 The tennis and pickle ball court rules and regulations [Snowline Form 005] are posted at the tennis and pickle ball courts.
- 6.4 Misuse of tennis courts: Tennis courts are for tennis only! Misuse such as skateboarding etc can damage our courts. Those caught violating rules will be fined.
- 6.5 The clubhouse rules, regulations and instructions [Snowline Form 006] are available on the website.

#### **SECTION 7: DISPOSAL OF GARBAGE**

- 7.1 All household garbage shall be enclosed in plastic bags and deposited in the centrally located compactor.
- 7.2 Recyclable items may be deposited in the appropriate receptacles in the Recycling Center according to the rules posted there. Plastic bags are not to be placed in recycling containers.
- 7.3 Building materials, furniture, appliances, large items, non-household items, and remodel packaging shall not be placed in the compactor, or anywhere else on Snowline common property. The Board may occasionally permit the disposal of such items at a designated site and may charge a user fee.
- 7.4 Snowline does not allow any trash cans outside since these attract bear, raccoon, and other wildlife. All trash cans must be kept in a locked shed, or garage, or a certified bear proof can must be provided and placed in a discreet location if trash is being left outdoors.

## **SECTION 8: FISHING**

- 8.1 Fishing is authorized in the Snowline pond during the summer months. The Resident Manager will post a sign indicating when fishing is not allowed.
- 8.2 Fishing limit is two fish per person per day. Fish hooked must be landed and not thrown back. No "catch and release" is allowed.
- 8.3 Lines and hooks placed in the water shall not be left unattended.

## **SECTION 9: HAZARDS**

- 9.1 The discharge of any weapon, including slingshot, BB gun, air gun, bow and arrow, firearms, etc., is prohibited.
- 9.2 The discharge of fireworks of any kind is prohibited.
- 9.3 When posted at the entrance to Snowline, no outdoor fire of any kind is permitted, except for commercially manufactured barbecues.
- 9.4 Any improvement that has been partially or totally destroyed by fire or other cause shall be repaired or totally removed within three months from the date of such destruction.
- 9.5 All fires in Snowline are required to be attended by an adult 18 years old or older at all times until fully extinguished with water. Also a charged water hose must be on hand next to the fire, and a county burning permit must be obtained where required. Any burning that is felt by the Snowline board of directors, Resident Manager and Snowline staff to be unsafe will elicit a fine. Burning stumps is not allowed. Whatcom County air pollution regulations prohibit burning any of the following: garbage, dead animals, asphalt, petroleum products, paints, rubber products, plastics, paper (other than enough to start a fire), cardboard, treated wood, construction or demolition debris (including untreated milled lumber), metal, or any substance other than natural vegetation.

## **SECTION 10: CUTTING OF TREES**

- 10.1 No tree on Snowline common property shall be cut, topped or pruned without the written approval of the Board or Architectural Control Committee, unless a hazard caused by the said tree is so evident that delay would be dangerous. In that case verbal approval shall first be obtained from any Board Member or the Resident Manager. No tree shall be cut before discussion with the adjacent lot owners, if the lot owners can be reached.
- 10.2 On members' lots, in addition to the regulations in Articles B.7 and C.2 of the Declaration, no tree with a trunk more than three inches in diameter and within eight feet of the property line shall be cut, topped, or pruned without the prior consent of the Architectural Control Committee.

## **SECTION 11: VIOLATIONS AND PENALTIES**

- 11.1 Any violations of the Declaration, the by-laws, or the Rules, will be subject to a monetary fine as determined by the Board of Directors and communicated to the Resident Manager and the membership. Snowline Form #008 is the current schedule of maximum fines. Repetition of a violation within a year of last occurrence doubles the previous maximum fine.
- 11.2 Failure to pay any charge, fee, assessment, or dues will result in the following actions:
  - 11.2.a After 30 days, interest at 10% per annum will begin accruing. Additionally, all rights of membership, including use of common area facilities and voting eligibility, will be suspended. If a fine remains unpaid for 30 days, the owners gate cards required for entry to Snowline roads may be invalidated.
  - 11.2.b After 60 days, a past due notice will be sent.
  - 11.2.c After 90 days, a lien will be filed with the Whatcom County Auditor's office, and a US \$500.00 fee added to the charge. In addition, the owner's cards required for entry to Snowline roads will be invalidated.
  - 11.2.d After 180 days, the account will be referred to an attorney for foreclosure.

11.3 All notices given under the provisions or in the course of enforcement of the Declarations, the by-laws, or the Rules, shall be submitted in writing and may be delivered either personally or by mail. If delivery is made by mail, the notice shall be deemed to have been delivered on the seventh day of regular mail delivery after it has been deposited in the United States mail in Whatcom County, Washington. Notice shall be mailed first class, postage prepaid, and addressed to the last known address of an owner or violator. Notice of violation shall be given to the owner of the lot concerned, if the lot concerned is known. It is the responsibility of all owners to keep the Board apprised of their current mailing address.

**- End of RULES AND REGULATIONS -**

### **THE RESIDENT MANAGER**

Snowline employs a Resident Manager to maintain the pool, clubhouse and other Snowline facilities, and to care for the common roads and grounds. The Resident Manager is also concerned with property security and the safety of Snowline guests and residents.

The Resident Manager is authorized to act for the Board in matters of safety and security, and may issue citations and levy fines for violation of Snowline Rules and Regulations.

The Resident Manager is responsible to the Board of Directors, and any comments about maintenance or other functions of the Resident Manager should be addressed to the Snowline Board of Directors.

The Resident Manager resides at the lodge near the entrance. The office is located on the driveway side of the lodge. Please respect the Resident Manager's privacy and conduct all business at the office.

Please Notify the Resident Manager or his relief immediately in the event of an emergency. In the event of a medical emergency, please dial 911.

Renters please note that the Resident Manager is not concerned with management of rentals. Comments, questions, and requests regarding rented facilities should be addressed to the property owner or rental agent, NOT the Resident Manager.